

1 Gina M. Corena, Esq.
 2 Nevada Bar No. 10330
 3 MILES, BAUER, BERGSTROM & WINTERS, LLP
 4 2200 Paseo Verde Pkwy., Suite 250
 5 Henderson, NV 89052
 6 (702) 369-5960 / FAX (702) 369-4955
 7 E-mail: gcorena@mileslegal.com
 8 File No. 11-90501
 9
 10 Attorneys for Secured Creditor,
 11 HSBC BANK NEVADA, N.A.

E-filed on July 18, 2011**UNITED STATES BANKRUPTCY COURT****DISTRICT OF NEVADA**

In re:

Case No.: BK-S-10-33436-BAM
 Chapter 1310 TIMOTHY UTE PERKINS AND
 11 KATHLEEN DAVENPORT PERKINS,

12 Debtors.

13 HSBC BANK NEVADA, N.A.,

14 Secured Creditor,

15 vs

16 TIMOTHY UTE PERKINS AND
 17 KATHLEEN DAVENPORT PERKINS,
 18 Debtors, RICK A. YARNALL, Trustee,

19 Respondent(s)

**MOTION FOR RELIEF FROM THE
 AUTOMATIC STAY RE: TWO
 CLAIMS**

Date: August 23, 2011

Time: 1:30 p.m.

Estimated Time: 10 min.

20 Secured Creditor, HSBC BANK NEVADA, N.A., by and through its attorney, Gina M.
 21 Corena, Esq., of the law firm of Miles, Bauer, Bergstrom & Winters, LLP, hereby moves this
 22 Court, pursuant to Section 362 of the Bankruptcy Code and Bankruptcy Rule 4001, for an Order
 23 terminating the Automatic Stay Re: Two Claims as to both the Debtors and the Trustee if a
 24 Discharge of Debtors is not entered as of the date of the hearing on the instant Motion or as to
 only the Trustee in the event a Discharge of Debtors has been entered subsequent to the filing of

1 the instant Motion, so that Secured Creditor may maintain possession of the subject Vehicles. In
2 support of its Motion, Secured Creditor represents as follows:

3 Debtor filed a Petition for Relief pursuant to Chapter 13 of the Bankruptcy Code on
4 December 17, 2010.

5 **FIRST CLAIM FOR RELIEF**

6 Secured Creditor holds a purchase money security interest in a 2006 Polaris Sportsman
7 All Terrain Vehicle, VIN# 4XAMN50A86A905654, ("Vehicle One"), purchased on a revolving
8 line of credit. A true and correct copy of the Sales Receipt and Purchase Money Security
9 Agreement reflecting financing on Revolving Account ending in ***0947 is attached hereto as
10 **Exhibit "A".**

11 Debtors are not making their payments pursuant to the Agreement and have surrendered
12 Vehicle One to Secured Creditor.

13 Secured Creditor is currently in possession of Vehicle One.

14 By virtue of the automatic stay provision of Section 362 of the Bankruptcy Code,
15 Secured Creditor has been prevented from conducting an auction sale.

16 **SECOND CLAIM FOR RELIEF**

17 Secured Creditor holds a purchase money security interest in a 2006 Polaris Sportsman
18 All Terrain Vehicle, VIN# 4XAMN50A46A900502, ("Vehicle Two"), purchased by the Debtors
19 with the same revolving line of credit identified above. A true and correct copy of the Sales
20 Receipt and Purchase Money Security Agreement ("Agreement") reflecting financing on
21 Revolving Account ending in ***0947 is attached hereto as **Exhibit "B."**

22 Debtors are not making their payments pursuant to the Agreement and have surrendered Vehicle
23 Two to Secured Creditor.

24 ///

1 Secured Creditor is currently in possession of Vehicle Two.

2 By virtue of the automatic stay provision of Section 362 of the Bankruptcy Code,
3 Secured Creditor has been prevented from conducting an auction sale.

4 The total balance due on the Revolving Line of Credit is \$4,873.61.

5 Pursuant to Section 362(d) of the Bankruptcy Code, the Court, on request of any party in
6 interest, may grant relief from the automatic stay either for cause or where the property is not
7 necessary for an effective reorganization. Such relief is appropriate in this case since the Debtors
8 have surrendered the subject Vehicles and the property is not necessary for an effective
9 reorganization. Thus, relief from stay should be granted.

10 WHEREFORE, Secured Creditor prays that:

11 (1) The automatic stay pursuant to Section 362 be terminated as to both Vehicles and as
12 to both the Debtor and the Trustee if a Discharge of Debtors is not entered as of the date of the
13 hearing on the instant Motion or as to only the Trustee in the event a Discharge of Debtors has
14 been entered subsequent to the filing of the instant Motion, so as to allow Secured Creditor to
15 exercise all its rights and remedies available under the Purchase Money Security Agreement and
16 other applicable law with a waiver of the 14-day waiting period of Bankruptcy Rule 4001(a)(3).

17 (2) Secured Creditor be granted such other and further relief to which it is entitled.

18 MILES, BAUER, BERGSTROM & WINTERS, LLP

19 Dated: July 18, 2011

20 By: _____

21 Gina M. Corena, Esq.
22 Attorney for Secured Creditor

23
24 11-90501/nvcarmrs.dot/fam

Exhibit A

ALL SEASON SPORTS
151 S MAIN ST
CEDAR CITY UT 84720

Date: May 6, 2006

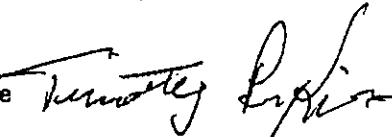
Account #: XXXXXXXXXX0947

Invoice #: 164
Sale Transaction

Authorization Number: 03455
Sale Amount: \$3500.00

I agree that this purchase is subject to the terms of my Cardholder Agreement. I understand that I am thereby granting the creditor a purchase money security interest in the goods described until paid in full, unless otherwise prohibited by law.

Cardholder: PERKINS, TIMOTHY

Signature 

Financing Plans: Amounts include sales tax allocations

\$3500.00 was financed at: reduced periodic rate

VIN: 4XAMN50A86A905654

Model: A06MN50AW

Initials 

Total Financed: \$3500.00

Thank You
Have a nice day
Merchant Copy

0947

Please complete using black or blue ink only.

00420 Make checks payable to Retail Services. Include
your account number on your check or money order.

TIMOTHY U PERKINS
PO BOX
ALAMO NV 89001

RETAIL SERVICES
PO BOX 60107
CITY OF INDUSTRY CA 91716-0107

IMPORTANT INFORMATION:**ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you:

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**HSBC Bank Nevada, N.A. and HSBC Retail Credit (USA) Inc.
Privacy Statement**

Our Commitment to You:

HSBC Bank Nevada, N.A. and HSBC Retail Credit (USA) Inc. ("HSBC"), are proud to be part of a financial services organization that has been providing superior products and services to its customers for more than a century. We greatly appreciate the trust that you and millions of other customers have placed in us, and we protect that trust by respecting your privacy even if our relationship with you ends.

This Privacy Statement illustrates our commitment to your privacy and explains our privacy practices so you can make an informed decision about whom you allow us to share your information with in order to offer you additional products and services. Although most customers enjoy receiving offers and information about additional products and services, if you prefer that we don't share your information for marketing purposes we will respect your choice.

Types of Information We Collect

It is important for you to know that in order to ensure that our customers get the very best service and the highest quality products, HSBC collects demographic information (such as your name and address) and credit information (such as information related to your accounts with us and others). This information comes either directly from you, for instance, from your application and transactions on your account; or, it may come from an outside source such as your credit bureau report. In addition, if you visit our Internet website, we may collect certain information about your Internet usage. Gathering this information helps us to identify our customers and manage our customer relationships. It also assists us in the development of products and services to meet the continuing needs of our customers.

We Respect Your Privacy

Since some of the information we gather is not publicly available, we take great care to ensure that this information is kept safe from unauthorized access. Because HSBC respects your privacy and values your trust, the only employees or companies who can access your non-public personal information are those who use it to service your account or provide services to you or to us. HSBC diligently maintains physical, electronic and procedural safeguards that comply with applicable federal standards to guard your non-public personal information and to assist us in preventing unauthorized access to that information.

How We Share Information with Our Affiliates*

From time to time, for general business purposes such as fraud control, or when we think it may benefit you, we share certain information with other companies within our corporate family (i.e., Affiliates). These companies all provide financial services such as banking, consumer finance, insurance, mortgage, and brokerage services. Some examples include companies doing business under the names HFC®, Beneficial, or HSBC. We may also share certain information with non-financial service providers that become our Affiliates in the future (such as travel, auto and shopping clubs). The information we share might come from your application, such as your name, address, telephone number, social security number, and e-mail address. Also, the information we share could include your transactions with us or our Affiliates (such as your account balance, payment history, and parties to the transaction), your Internet usage, or credit card usage. Except for Vermont residents, the information we share with our Affiliates may also include your assets, income or credit reports which we collect from the sources described above. With this information, our Affiliates can determine if the products they specialize in, such as mortgages, automobile loans and insurance, may be of benefit to you.

How We Share Information with Your Merchant/Dealer

We may share non-public personal information with the merchant or dealer in whose name your credit card is issued which the merchant or dealer may use to market you for products and services unrelated to your account with us. The information we provide them may come from your application and might include your name, address, and telephone number. You may tell us not to share such information with the merchant or dealer for purposes unrelated to your account with us by calling the phone number listed below. For Vermont residents, Vermont

law requires us to obtain your permission to share information about you in this way, and we have chosen not to share your information in this way.

How We Share Information Outside the HSBC Family (Other than Your Merchant/Dealer)

Except for California and Vermont residents, we also may share information with companies outside our corporate family (i.e., non-Affiliates) that are able to extend special offers we feel might be of value to you. These companies may be financial services providers (such as mortgage bankers or insurance product providers) or they may be non-financial companies (such as retailers or marketing companies). These offers are typically for products and services that you might not otherwise hear about. The information we may provide them comes from the source described above and might include your name, address and phone number. To California and Vermont residents, applicable law requires us to obtain your permission in order to share your information in this way, and we have chosen not to share your information in this way.

We may also provide information to non-Affiliates that perform operational services related to your account or marketing services for us. Sharing information with these types of companies is permitted by law. Such a company might include a financial company (such as a mortgage banker or insurance service provider) with whom we have a joint marketing agreement or a non-financial company (such as a data processor or Internet service provider) with whom we have a service agreement. The information we may share also comes from the sources described above and might include your name, address, phone number and account experience with us. Finally, we provide information about you to non-Affiliates such as credit reporting agencies and companies which provide services related to your account. This information sharing is also permitted by law.

Privacy and Security on the Internet

Our website offers you the opportunity to view your current account information and make payments online. In addition to providing general information about our company and products, you may view our Privacy Statement when you visit our website by clicking on the "Privacy Statement" link.

We reserve the right to change our privacy practices at any time in accordance with applicable law. Notice of such changes will be provided if required by applicable law.

How to Request That Your Information Not Be Shared**Information Sharing With Our Affiliates***

If you do not want us to share your credit information (such as your credit bureau information) with our Affiliates, please let us know by simply calling us at 1-800-365-3804. We will be happy to comply with your request. Your request will not apply to information about your transactions or experience with us (such as account information, account usage, or payment history) and will only apply to the private label accounts you have with HSBC Bank Nevada, N.A. and HSBC Retail Credit (USA) Inc. Private label accounts are not general purpose accounts such as MasterCard® or Visa®, but are accounts that may be used only at the specific merchant or merchants named on the credit card or account. An opt-out request by any party on a joint account will apply to all parties on the joint account. Vermont residents are automatically opted out from credit information sharing with our affiliates.

Information Sharing with Merchant/Dealer

If you do not want us to share your non-public personal information with the merchant/dealer (unless we are permitted or required by law to do so), you will also need to let us know by simply calling us at 1-800-365-3804. We will be happy to comply with your request. Please understand that your request may exclude you from receiving valuable offers in the future. Your request will only apply to the private label accounts you have with HSBC Bank Nevada, N.A. and HSBC Retail Credit (USA) Inc. An opt-out request by any party on a joint account will apply to all parties on the joint account. Opt-out requests will not apply to information sharing that is permitted by law. Vermont residents are automatically opted out from information sharing with the merchant/dealer that is not otherwise permitted or required by law.

Information Sharing with Non-Affiliates (Other than Your Merchant/Dealer)

If you do not want us to share your non-public personal information with non-Affiliates (unless we are permitted or required by law to do so), you will also need to let us know by simply calling us at 1-800-365-3804. We will be happy to comply with your request. Please understand that your request may exclude you from receiving valuable offers in the future. Your request will only apply to the private label accounts you have with HSBC Bank Nevada, N.A. and HSBC Retail Credit (USA) Inc. An opt-out request by any party on a joint account will apply to all parties on the joint account. Opt-out requests will not apply to information sharing that is permitted by law. California and Vermont residents are automatically opted out from information sharing with non-affiliates.

How to Be Removed from Solicitation Lists of Companies Participating in the Direct Marketing Association (DMA) Preference Service
If you wish to be removed from mailing solicitation lists at a national level, please send your name and address (with zip code) to the Direct Marketing Association at the following address: Mail Preference Service (DMA), P.O. Box 9008, Farmingdale, NY 11735-9008

"Affiliates" are companies that are related to us by common ownership or corporate control. Our Affiliates include HFC[®], Beneficial, HSBC Automotive Finance Corporation, HSBC Insurance Services, and HSBC companies such as HSBC Bank USA, and HSBC Mortgage Corporation

the report New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees and grace periods New York State Banking Department: 1-800-522-3330

NOTICE FOR OHIO RESIDENTS: The Ohio Laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NOTICE FOR VERMONT RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report.

IMPORTANT TERMS OF YOUR CREDIT CARD ACCOUNT

1. GENERAL: Each person signing and submitting, or electronically or telephonically submitting the application for a credit card account ("Account") as applicant or joint applicant applies for an Account with HSBC Bank Nevada, N.A., a national banking association, and requests one or more credit card(s) bearing the name or trade name of Polaris[®] StarCard to be used in connection with the Account. The word "Card" means any credit card(s) issued to you or an authorized user of your Account. In this Agreement, the words "you" and "your" refer to the applicant and joint applicant named on the credit card application and the words "we", "us" and "our" refer to HSBC Bank Nevada, N.A. located at 1111 Town Center Drive, Las Vegas, Nevada 89144. If your application is approved, "applicant" will be referred to as "primary cardholder" and "joint applicant" will be referred to as "secondary cardholder" for purposes of this agreement. If we accept your application to open an Account, you agree that you will only purchase goods and services for personal, family and household purposes from merchants which honor the Card.

2. FINANCE CHARGES: (a) Finance Charges, which are part of the interest on your Account, are calculated separately for each Promotional Credit Plan and each Regular Credit Plan (each a "Credit Plan"). Promotional Credit Plans with different promotional due dates or terms are treated as different Credit Plans for this purpose. The total Finance Charge for the billing cycle is the sum of the Finance Charges for each Credit Plan, subject to the minimum Finance Charge under Section 3.

(b) Finance Charges are imposed on purchases from the transaction date until paid in full, except that no Finance Charge is imposed in a billing cycle ("Current Cycle") on:

(i) a new purchase on a Regular, Delayed Monthly Payment, Reduced Rate, or Special Repayment Factor Credit Plan if the combined Previous Balance of those Credit Plans at the beginning of the Current Cycle is zero or a credit balance, or is paid in full before the Payment Due Date that falls during the Current Cycle;

(ii) any balance on a Regular, Delayed Monthly Payment, Reduced Rate, or Special Repayment Factor Credit Plan if the combined Previous Balance of those Credit Plans at the beginning of the Current Cycle is zero or a credit balance, or is paid in full before the Payment Due Date that falls during the Current Cycle and the combined New Balance of those Credit Plans at the beginning of the previous billing cycle ("Previous Cycle") is zero or a credit balance, or is paid in full before the Payment Due Date that falls during the Previous Cycle;

(iii) a purchase on a Waived Finance Charge Credit Plan for the specified promotional period;

(iv) a purchase on a Same As Cash Credit Plan if the full cash sales price is paid in full before the promotional due date

(c) If a Finance Charge is imposed on a Credit Plan other than a Same As Cash Credit Plan in the Current Cycle, the amount will be the sum of the following daily Finance Charge calculations for the Credit Plan during the Current Cycle and (if applicable) the previous billing cycle ("Previous Cycle"): (i) the applicable Daily Periodic Rate for the Current Cycle times the Daily Balance for each day in the Current Cycle; and (ii) the applicable Daily Periodic Rate for the Previous Cycle times the Daily Balances of any new purchases on the Credit Plan during the Previous Cycle on which Finance Charges were not imposed during the Previous Cycle.

(d) If a Finance Charge is imposed on a Same As Cash Credit Plan, the amount will be the sum of the following daily Finance Charge calculations for the Credit Plan during the Current Cycle and each of the prior billing cycles (each a "Prior Cycle") from the transaction date of the purchase until the Current Cycle: (i) the applicable Daily Periodic Rate for the Current Cycle times the Daily Balance for each day in the Current Cycle; and (ii) the applicable Daily Periodic Rate for each Prior Cycle times the Daily Balances of the Credit Plan for each day during each Prior Cycle.

Annual Percentage Rate (APR) for Purchases	The Standard Rate is 17.9% .
Other APRs	Default Rate: 21.9% .
Grace Period for Repayment of Balance for Purchases	No finance charges are assessed on new purchases if the balance is paid in full each month within 25 days after the billing date.
Method of Computing the Balance for Purchases	Two Cycle Average Daily Balance (Including new purchases)
Annual Fees	NONE
Minimum Finance Charge	\$1.00
Transaction Fee for Purchases	NONE
Late payment fee: \$10 for a combined account balance of \$100 or less; \$29 for a combined account balance from \$100.01 to \$1,000; \$35 for a combined account balance of \$1,000.01 or more.	
Overlimit fee: \$0	

If you fail to make two consecutive Total Minimum Payments Due and are 30 days past due, you will no longer be eligible for the Standard Rate and all existing Promotional Credit Plans will terminate, and your entire Account balance will be subject to the Default Rate.

NOTICE FOR MARRIED WISCONSIN RESIDENTS: No provision of a marital property agreement (including a Statutory Terminable Marital Property Classification Agreement under 100.766-588 Wis. Stats., or a Statutory Terminable Individual Property Classification Agreement under 766.70) adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

NOTICE FOR CALIFORNIA RESIDENTS: California law requires that we inform customers that if they fail to fulfill the terms of their credit obligation, a negative report reflecting on their credit record may be submitted to a credit reporting agency. If you are married, you may apply credit in your own name.

NOTICE FOR FLORIDA RESIDENTS: You (borrower) agree that, should we obtain a garnishment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.

NOTICE FOR MAINE RESIDENTS: We may request a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us and we will tell you the name and address of the consumer reporting agency, if a report was obtained.

NOTICE FOR NEW YORK RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished

You may contact, obtain the arbitration rules of, or file a claim with AAA or NAF, as follows:

American Arbitration Association 335 Madison Avenue New York, NY 10017 www.adr.org	National Arbitration Forum P.O. Box 50191 Minneapolis, MN 55405
---	---

As used in this arbitration provision, the term "we", "us", and "our" shall mean HSBC Bank Nevada, N.A., its parents, subsidiaries, affiliates, predecessors, successors, assigns, and each of their officers, directors, and employees.

7. MONITORING PRACTICES: You agree that our supervisory personnel may listen to and record telephone calls between you and our representatives in order to evaluate the quality of our service to you and other cardmembers.

The information about the costs of the Card described in this application and Important Terms of Your Credit Card Account is accurate as of August, 2005. This information may have changed after that date. To find out what may have changed write to us at 1111 Town Center Drive, Las Vegas, Nevada 89144.

YOUR BILLING RIGHTS—KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error.
- If you need more information, describe the item you are not sure about

Your Rights and Our Responsibilities After We Receive Your Written Notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases: If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

TAP® The Account Protector Summary

IMPORTANT INFORMATION: The TAP feature only applies to the primary cardholder (herein referred to as "You" and "Your"). Your purchase of TAP is optional, and whether or not You enroll will not affect Your application for credit or the terms of any existing agreement You have with HSBC Bank Nevada, N.A. (herein referred to as "We" or "Us"). TAP is sold by Us and the fees will be billed to Your credit card account. Upon acceptance of Your enrollment, You will receive Your Contract Provisions which will state the terms and conditions of TAP. TAP is a debt cancellation product and is not insurance. The Contract Provisions of TAP are an optional addendum to Your Cardholder Agreement. This document is only a summary of the TAP feature. Please read Your Contract Provisions carefully for

details of Your protection. There are eligibility requirements, conditions and exclusions that could result in no benefits. You can find a complete explanation of the eligibility requirements, conditions and exclusions throughout Your TAP Contract.

TAP is unavailable in Mississippi, Guam, the Virgin Islands, Puerto Rico and Canada.

TOTAL DISABILITY: Following 30 consecutive days of Total Disability, You are eligible for a cancellation of part of Your account's balance. Each month, TAP will cancel an amount equal to the greater of (a) the minimum monthly payment required on Your account (less any past due amounts) as determined on the first day of the billing cycle in which Your Total Disability began; or (b) 3% of Your account balance on the date Your Total Disability began, but not in excess of the maximum monthly benefit of \$300. In no instance, however, will Your cancellation amount exceed \$10,000. You must have been employed full-time (but not self-employed or working for a spouse or employed on a part-time basis) and working 30 hours or more per week at a single job on the date Total Disability began. If Total Disability occurs within 180 days of the date You either (1) elect TAP or (2) make a purchase or advance on Your account and Your Total Disability results from a preexisting medical condition as defined in the Contract Provisions, You may not receive a cancellation of debt for that Total Disability.

INVOLUNTARY UNEMPLOYMENT: Following 30 consecutive days of Involuntary Unemployment, You are eligible for a cancellation of part of Your account's balance. Each month, TAP will cancel an amount equal to the greater of (a) the minimum monthly payment required on Your account (less any past due amounts) as determined on the first day of the billing cycle in which Your Involuntary Unemployment began; or (b) 3% of Your account balance on the date Your Involuntary Unemployment began, but not in excess of the maximum monthly benefit of \$300. There is a maximum number of 6 continuous monthly cancellations. You must have been employed full-time (but not self-employed or working for a spouse or employed on a part-time basis) and working 30 hours or more per week at a single job on the date of Involuntary Unemployment (this includes loss of employment due to unionized labor disputes, strikes, lock-outs and temporary lay-offs).

LOSS OF LIFE: If You die, TAP will cancel the balance on Your account on the date of death, up to \$10,000. Suicide is not a qualifying event.

TERMINATION: You may terminate Your TAP feature at any time. If You choose to terminate Your TAP feature within 30 days of enrollment, We will reimburse Your TAP fee. We may terminate Your TAP feature, for any reason, by giving You written notice at least 30 days in advance of termination. We will automatically terminate Your TAP feature on the earliest of a) the first date Your account becomes 2 billing cycles past due; or b) the first date we become aware of a misrepresentation of information by You. However, effective with Your first billing cycle after December 6, 2005, if Your account becomes 3 billing cycles past due, Your participation in TAP will be suspended. Your participation will be reinstated effective when Your account again becomes less than 3 billing cycles past due. You will not be protected for any qualifying event that begins or occurs during the time that Your participation in TAP is suspended.

COST: The monthly charge rate for the TAP feature is \$0.38 per \$100 of Your average daily balance each month (including any deferred balance). We reserve the right to increase the rate in which case You will be notified in writing at least 30 days in advance of the increase.

ADDITIONAL IMPORTANT INFORMATION:

- We reserve the right to modify these Contract Provisions, but if the modification is not favorable to You or if there is an additional charge, We will first provide You with notice of the proposed change and an opportunity to terminate this program without penalty before the change takes effect.
- TAP is only offered as a package and its components are not available separately.
- You may be subject to federal, state and local taxes on the amount of Your cancelled balance. Please consult Your tax advisor for guidance on the tax implications, if any, of TAP.
- During the qualification period and the time it takes to process Your cancellation, Your account balance is not suspended or cancelled. You remain responsible for finance charges and minimum payment requirements on Your account until the balance is paid off or a cancellation takes place. Once Your cancellation is processed, Your account will not accept any authorizations for purchases, cash advances, or any other transactions. Your account will remain inactive until Your benefit period ends.
- There is no limit on the overall number of TAP cancellations You may have. However, there is a limit on consecutive monthly cancellations for Involuntary Unemployment as described above. When you return to work following a qualifying event, You must have been working full-time for at least 180 days and meet all contractual qualifications in order to qualify to receive a cancellation for a subsequent qualifying event, unless the subsequent qualifying event results from an entirely different cause, in which case the 180 day period does not apply.

(e) The "Daily Balance" of a Credit Plan is determined by taking the opening balance of the Credit Plan for that day, adding any new purchases made on the Credit Plan that day and subtracting any payments or credits applied to the Credit Plan that day. For purposes of determining the Daily Balance of the Previous Cycle, the only purchases considered are new purchases on which Finance Charges were not imposed in the Previous Cycle. The previous day's Finance Charges and credit insurance premiums or debt cancellation fees (if applicable) are included in the Daily Balance of a Credit Plan, except that for any Same As Cash Credit Plan, credit insurance premiums or debt cancellation fees (if applicable) are not included in the Daily Balance of that Credit Plan during the promotional period. Late fees, overlimit fees, returned check fees and other fees on the Account are added to the Daily Balance of a Credit Plan when imposed. If a purchase on a Credit Plan posts after the beginning of a billing cycle, but the transaction occurred prior to the beginning of the billing cycle, the amount of the transaction plus related Finance Charges outstanding on each day from the transaction date until the first day of the billing cycle in which the transaction posts will be added to the Daily Balance of the Credit Plan for the first day of the billing cycle in which the transaction posts.

(f) The Daily Periodic Rate for the Standard Rate will be .04904% (corresponding 17.9% Annual Percentage Rate). The Daily Periodic Rate for the Default Rate will be .06000% (corresponding 21.9% Annual Percentage Rate). You qualify for the Standard Rate until you have failed to make two consecutive Total Minimum Payments Due and are 30 days past due.

3. MINIMUM FINANCE CHARGE: A minimum Finance Charge of \$1.00 will be assessed for each billing cycle in which a Finance Charge is payable.

4. FEES: We may impose on your Account the following fees, which will be added to your Account when assessed:

- a) **Late Payment Fee:** Your Late Payment Fee will be based on your combined account balance (less any Delayed Monthly Payment credit plan balances) at the time of your payment due date. If you fail to pay us the Total Minimum Payment Due in full by the Payment Due Date on your billing statement, you agree to pay a Late Payment Fee of \$10 for a combined account balance of \$100 and below; \$29 for a combined account balance of \$100.01 to \$1,000; and \$35 for a combined account balance of \$1,000.01 and over.
- b) **Returned Check Fee:** You agree to pay \$25 each time any payment check on your Account is returned unpaid by your bank or other financial institution for any reason.
- c) **Document and Research Fees:** If you ask us to provide you with a replica of your sales slip, billing statement or other document (except in connection with a billing error claimed in accordance with "Your Billing Rights"), we may charge you the following fees: (i) Billing statement: \$5 per statement (ii) Sales/credit slip: \$5 per transaction; (iii) Payment Instrument: \$5 per payment; and, (iv) Research fee: \$15 per hour.
- d) **Payment Histories:** You will be charged the applicable research fee in addition to the following itemization fees. For requests involving statement activity within the last 12 months - \$7.50; activity within the last 13-48 months - \$11.25; and activity within the last 49-72 months - \$22.50. We reserve the right to change the Document and Research Fee Schedule from time to time. You may call Customer Service for a current fee schedule.
- e) **Reissued Card Fee:** You may be charged \$5 each time you request that your credit card be reissued.
- f) **Direct Check Fee:** In the event that you pay your account with a direct check, you agree to pay up to a \$15 fee for each direct check. We reserve the right to change the Direct Check Fee from time to time. You may call Customer Service for a current fee schedule.
- g) **Overlimit Fee:** In the event you exceed your credit limit, you will be charged an Overlimit Fee of \$0.

- g) **Collection Costs:** If, after you default, we refer your Account to an attorney and/or collection agency for collection, we may charge you our collection costs, including court costs and reasonable attorneys' fees, when and as permitted by applicable law.

5. SECURITY: Except as indicated below, you grant us a purchase money security interest in the goods purchased with your Card. Each good purchased on your Account will secure the entire Account balance until such good is paid in full. For purposes of determining which goods are subject to a security interest, payments received will be deemed to be applied first to any unpaid insurance premiums or debt cancellation fees (if applicable), Finance Charges, and fees and then to pay for purchases on the Account in the order in which they were made. When sufficient payments are made to repay the portion of the Account balance attributable to the purchase of a particular good, we will release our purchase money security interest in that good. Goods covered by a security interest may be taken from you if you do not pay on time. We may require you to make them available at a convenient place of our choice. We waive any security interest in your home if the goods are installed and in any goods purchased with credit card checks. We take no security interest in goods where the original purchase price is less than \$200 if you live in New York and in goods where the

original purchase price is less than \$700 if you live in Maryland. If we repossess any good purchased with your Card, we may charge you our repossession costs including, but not limited to, necessary repairs, storage fees and costs of sale, when and as permitted by law.

6. ARBITRATION: Any claim, dispute, or controversy between you and us (whether based up contract, tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third party claims, arising from or relating to this Agreement or the relationships which result from it, Agreement, and except as provided below, the validity, enforceability, or scope of this arbitration provision, any part thereof or the entire Agreement ("Claim"), shall be resolved, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the applicable rules or procedures of the arbitration administrator selected at the time the Claim is filed. The party initiating the arbitration proceeding shall have the right to select one of the following arbitration administrators (the "Administrator"): the American Arbitration Association ("AAA") or the National Arbitration Forum ("NAF"). The arbitrator shall be a lawyer with more than ten years experience or a retired or former Judge. We agree not to invoke our right to arbitrate an individual Claim, may bring in small claims court or an equivalent court, if any, so long as the Claim is pending only in that court. The rules and forms of the AAA and the NAF may be obtained by writing these organizations at the addresses listed below. Our address for service of process under this provision is HSBC Bank Nevada, N.A., P.O. Box 279, Mount Prospect, IL 60056.

Any participating arbitration hearing that you attend will take place in the city nearest to your residence where a federal district court is located or at such other location as agreed by the parties. On any Claim you file, you will pay the first \$50 of the filing fee. At your request we will pay the remainder of the filing fee and any administrative or hearing fees charged by the Administrator on any Claim submitted by you in arbitration up to a maximum of \$1,500. If you are required to pay any additional fees to the Administrator, we will consider a request by you to pay all or part of the additional fees, however, we shall not be obligated to pay any additional fees unless the arbitrator grants you an award. If the arbitrator grants an award in your favor, we will reimburse you for any additional fees paid or owed by you to the Administrator up to 1/10th of the fees that would have been charged if the original Claim had been for the amount of the actual award in your favor. The parties shall bear the expense of their respective attorney fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, or the fees paid to the Administrator, these statutory rights shall apply. In the arbitration notwithstanding anything to the contrary contained herein, if the arbitrator issues an award in your favor you will not be required to reimburse us for any fees we have previously paid to the Administrator or for which we are responsible.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 - 16 (the "FAA"). The arbitrator shall apply applicable substantive law consistent with the FAA and, if requested by either party, provide written, reasoned findings of fact and conclusions of law. Judgment upon the award may be entered in any court having jurisdiction. The arbitrator's award will be final and binding except for: (a) any appeal right under the FAA; and (b) any appeal of Claims involving more than \$100,000. For such Claims, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider de novo (i.e., in its entirety) any aspect or all aspects of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal's costs (i.e., the amounts owed to the Administrator or the arbitrators), regardless of its outcome. However, we will consider in good faith any reasonable request for us to bear up to the full costs of the appeal.

This arbitration agreement shall survive termination of your Account as well as the repayment of all amounts borrowed hereunder. If any portion of this arbitration agreement is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this arbitration agreement or the Agreement. In the event of a conflict or inconsistency between the rules and procedures of the Administrator and this arbitration agreement, this arbitration agreement shall govern. Notwithstanding any language in the arbitration provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any organization that has in place a formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision, including the Class Action Waiver Provision defined below.

No class actions or private attorney general actions in court or in arbitration or joinder or consolidation of any claims in court or in arbitration with other persons, are permitted without the written consent of you and us. The validity and effect of the preceding sentence (hereinafter referred to as the "Class Action Waiver Provision") shall be determined exclusively by a court and not by the Administrator or any arbitrator. Neither the Administrator nor any arbitrator shall have the power or authority to waive, modify or fail to enforce the Class Action Waiver Provision, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

THE PARTIES ACKNOWLEDGE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER PARTY ELECTS ARBITRATION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER PARTY.

Exhibit B

WebFinance - Sales and Returns - Authorizations

Page 1 of 1

ALL SEASON SPORTS
151 S MAIN ST
CEDAR CITY UT 84720

Date: April 15, 2006

Account #: XXXXXXXXXXXX0947

Invoice #: 124
Sale Transaction

Authorization Number: 31002
Sale Amount: \$9000.00

I agree that this purchase is subject to the terms of my Cardholder Agreement. I understand that I am thereby granting the creditor a purchase money security interest in the goods described until paid in full, unless otherwise prohibited by law.

Cardholder: PERKINS, TIMOTHY

Signature *Timothy Perkins*

Financing Plans: Amounts include sales tax allocations

\$9000.00 was financed at: reduced periodic rate
VIN: 4XAMN50A46A900502
Model: A06MN50AU

Initials *TP*

Total Financed: \$9000.00

Thank You
Have a nice day
Merchant Copy

09417

Please complete using black or blue ink only.

00420 Make checks payable to Retail Services. Include
your account number on your check or money order.

TIMOTHY U PERKINS
PO BOX
ALAMO NV 89001-

RETAIL SERVICES
PO BOX 60107
CITY OF INDUSTRY CA 91716-0107

IMPORTANT INFORMATION:**ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you:

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**HSBC Bank Nevada, N.A. and HSBC Retail Credit (USA) Inc.
Privacy Statement**

Our Commitment to You:

HSBC Bank Nevada, N.A. and HSBC Retail Credit (USA) Inc. ("HSBC"), are proud to be part of a financial services organization that has been providing superior products and services to its customers for more than a century. We greatly appreciate the trust that you and millions of other customers have placed in us, and we protect that trust by respecting your privacy even if our relationship with you ends.

This Privacy Statement illustrates our commitment to your privacy and explains our privacy practices so you can make an informed decision about whom you allow us to share your information with in order to offer you additional products and services. Although most customers enjoy receiving offers and information about additional products and services, if you prefer that we don't share your information for marketing purposes we will respect your choice.

Types of Information We Collect

It is important for you to know that in order to ensure that our customers get the very best service and the highest quality products, HSBC collects demographic information (such as your name and address) and credit information (such as information related to your accounts with us and others). This information comes either directly from you, for instance, from your application and transactions on your account; or, it may come from an outside source such as your credit bureau report. In addition, if you visit our Internet website, we may collect certain information about your Internet usage. Gathering this information helps us to identify our customers and manage our customer relationships. It also assists us in the development of products and services to meet the continuing needs of our customers.

We Respect Your Privacy

Since some of the information we gather is not publicly available, we take great care to ensure that this information is kept safe from unauthorized access. Because HSBC respects your privacy and values your trust, the only employees or companies who can access your non-public personal information are those who use it to service your account or provide services to you or to us. HSBC diligently maintains physical, electronic and procedural safeguards that comply with applicable federal standards to guard your non-public personal information and to assist us in preventing unauthorized access to that information.

How We Share Information with Our Affiliates*

From time to time, for general business purposes such as fraud control, or when we think it may benefit you, we share certain information with other companies within our corporate family (i.e., Affiliates). These companies all provide financial services such as banking, consumer finance, insurance, mortgage, and brokerage services. Some examples include companies doing business under the names HFC®, Beneficial, or HSBC. We may also share certain information with non-financial service providers that become our Affiliates in the future (such as travel, auto and shopping clubs). The information we share might come from your application, such as your name, address, telephone number, social security number, and e-mail address. Also, the information we share could include your transactions with us or our Affiliates (such as your account balance, payment history, and parties to the transaction), your Internet usage, or credit card usage. Except for Vermont residents, the information we share with our Affiliates may also include your assets, income or credit reports which we collect from the sources described above. With this information, our Affiliates can determine if the products they specialize in, such as mortgages, automobile loans and insurance, may be of benefit to you.

How We Share Information with Your Merchant/Dealer

We may share non-public personal information with the merchant or dealer in whose name your credit card is issued which the merchant or dealer may use to market you for products and services unrelated to your account with us. The information we provide them may come from your application and might include your name, address, and telephone number. You may tell us not to share such information with the merchant or dealer for purposes unrelated to your account with us by calling the phone number listed below. For Vermont residents, Vermont

law requires us to obtain your permission to share information about you in this way, and we have chosen not to share your information in this way.

How We Share Information Outside the HSBC Family (Other than Your Merchant/Dealer)

Except for California and Vermont residents, we also may share information with companies outside our corporate family (i.e., non-Affiliates) that are able to extend special offers we feel might be of value to you. These companies may be financial services providers (such as mortgage bankers or insurance product providers) or they may be non-financial companies (such as retailers or marketing companies). These offers are typically for products and services that you might not otherwise hear about. The information we may provide them comes from the source described above and might include your name, address and phone number. For California and Vermont residents, applicable law requires us to obtain your permission in order to share your information in this way, and we have chosen not to share your information in this way.

We may also provide information to non-Affiliates that perform operational services related to your account or marketing services for us. Sharing information with these types of companies is permitted by law. Such a company might include a financial company (such as a mortgage banker or insurance service provider) with whom we have a joint marketing agreement or a non-financial company (such as a data processor or Internet service provider) with whom we have a service agreement. The information we may share also comes from the sources described above and might include your name, address, phone number and account experience with us. Finally, we provide information about you to non-Affiliates such as credit reporting agencies and companies which provide services related to your account. This information sharing is also permitted by law.

Privacy and Security on the Internet

Our website offers you the opportunity to view your current account information and make payments online. In addition to providing general information about our company and products, you may view our Privacy Statement when you visit our website by clicking on the "Privacy Statement" link.

We reserve the right to change our privacy practices at any time in accordance with applicable law. Notice of such changes will be provided if required by applicable law.

How to Request That Your Information Not Be Shared**Information Sharing With Our Affiliates***

If you do not want us to share your credit information (such as your credit bureau information) with our Affiliates, please let us know by simply calling us at 1-800-365-3804. We will be happy to comply with your request. Your request will not apply to information about your transactions or experience with us (such as account information, account usage, or payment history) and will only apply to the private label accounts you have with HSBC Bank Nevada, N.A. and HSBC Retail Credit (USA) Inc. Private label accounts are not general purpose accounts such as MasterCard® or Visa®, but are accounts that may be used only at the specific merchant or merchants named on the credit card or account. An opt-out request by any party on a joint account will apply to all parties on the joint account. Vermont residents are automatically opted out from credit information sharing with our affiliates.

Information Sharing with Merchant/Dealer

If you do not want us to share your non-public personal information with the merchant/dealer (unless we are permitted or required by law to do so), you will also need to let us know by simply calling us at 1-800-365-3804. We will be happy to comply with your request. Please understand that your request may exclude you from receiving valuable offers in the future. Your request will only apply to the private label accounts you have with HSBC Bank Nevada, N.A. and HSBC Retail Credit (USA) Inc. An opt-out request by any party on a joint account will apply to all parties on the joint account. Opt-out requests will not apply to information sharing that is permitted by law. Vermont residents are automatically opted out from information sharing with the merchant/dealer that is not otherwise permitted or required by law.

Information Sharing with Non-Affiliates (Other than Your Merchant/Dealer)

If you do not want us to share your non-public personal information with non-Affiliates (unless we are permitted or required by law to do so), you will also need to let us know by simply calling us at 1-800-365-3804. We will be happy to comply with your request. Please understand that your request may exclude you from receiving valuable offers in the future. Your request will only apply to the private label accounts you have with HSBC Bank Nevada, N.A. and HSBC Retail Credit (USA) Inc. An opt-out request by any party on a joint account will apply to all parties on the joint account. Opt-out requests will not apply to information sharing that is permitted by law. California and Vermont residents are automatically opted out from information sharing with non-affiliates.

How to Be Removed from Solicitation Lists of Companies Participating in the Direct Marketing Association (DMA) Preference Service
 If you wish to be removed from mailing solicitation lists at a national level, please send your name and address (with zip code) to the Direct Marketing Association at the following address: Mail Preference Service (DMA), P.O. Box 9008, Farmingdale, NY 11735-9008

“Affiliates” are companies that are related to us by common ownership or corporate control. Our Affiliates include HFC[®], Beneficial[®], HSBC Automotive Finance Corporation, HSBC Insurance Services, and HSBC companies such as HSBC Bank USA, and HSBC Mortgage Corporation

the report. New York residents may contact the New York state banking department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department: 1-800-522-3330

NOTICE FOR OHIO RESIDENTS: The Ohio Laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

NOTICE FOR VERMONT RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report.

IMPORTANT TERMS OF YOUR CREDIT CARD ACCOUNT

1. GENERAL: Each person signing and submitting, or electronically or telephonically submitting the application for a credit card account (“Account”) as applicant or joint applicant applies for an Account with HSBC Bank Nevada, N.A., a national banking association, and requests one or more credit card(s) bearing the name or tradename of Polaris[®] StarCard to be used in connection with the Account. The word “Card” means any credit card(s) issued to you or an authorized user of your Account. In this Agreement, the words “you” and “your” refer to the applicant and joint applicant named on the credit card application and the words “we”, “us” and “our” refer to HSBC Bank Nevada, N.A. located at 1111 Town Center Drive, Las Vegas, Nevada 89144.

If your application is approved, “applicant” will be referred to as “primary cardholder” and “joint applicant” will be referred to as “secondary cardholder” for purposes of this agreement. If we accept your application to open an Account, you agree that you will only purchase goods and services for personal, family and household purposes from merchants which honor the Card.

2. FINANCE CHARGES: (a) Finance Charges, which are part of the interest on your Account, are calculated separately for each Promotional Credit Plan and each Regular Credit Plan (each a “Credit Plan”). Promotional Credit Plans with different promotional due dates or terms are treated as different Credit Plans for this purpose. The total Finance Charge for the billing cycle is the sum of the Finance Charges for each Credit Plan, subject to the minimum Finance Charge under Section 3.

(b) Finance Charges are imposed on purchases from the transaction date until paid in full, except that no Finance Charge is imposed in a billing cycle (“Current Cycle”) on:

(i) a new purchase on a Regular, Delayed Monthly Payment, Reduced Rate, or Special Repayment Factor Credit Plan if the combined Previous Balance of those Credit Plans at the beginning of the Current Cycle is zero or a credit balance, or is paid in full before the Payment Due Date that falls during the Current Cycle;

(ii) any balance on a Regular, Delayed Monthly Payment, Reduced Rate, or Special Repayment Factor Credit Plan if the combined Previous Balance of those Credit Plans at the beginning of the Current Cycle is zero or a credit balance, or is paid in full before the Payment Due Date that falls during the Current Cycle and the combined New Balance of those Credit Plans at the beginning of the previous billing cycle (“Previous Cycle”) is zero or a credit balance, or is paid in full before the Payment Due Date that falls during the Previous Cycle;

(iii) a purchase on a Waived Finance Charge Credit Plan for the specified promotional period;

(iv) a purchase on a Same As Cash Credit Plan if the full cash sales price is paid in full before the promotional due date

(c) If a Finance Charge is imposed on a Credit Plan other than a Same As Cash Credit Plan in the Current Cycle, the amount will be the sum of the following daily Finance Charge calculations for the Credit Plan during the Current Cycle and (if applicable) the previous billing cycle (“Previous Cycle”): (i) the applicable Daily Periodic Rate for the Current Cycle times the Daily Balance for each day in the Current Cycle; and (ii) the applicable Daily Periodic Rate for the Previous Cycle times the Daily Balances of any new purchases on the Credit Plan during the Previous Cycle on which Finance Charges were not imposed during the Previous Cycle

(d) If a Finance Charge is imposed on a Same As Cash Credit Plan, the amount will be the sum of the following daily Finance Charge calculations for the Credit Plan during the Current Cycle and each of the prior billing cycles (each a “Prior Cycle”) from the transaction date of the purchase until the Current Cycle: (i) the applicable Daily Periodic Rate for the Current Cycle times the Daily Balance for each day in the Current Cycle; and (ii) the applicable Daily Periodic Rate for each Prior Cycle times the Daily Balances of the Credit Plan for each day during each Prior Cycle

Annual Percentage Rate (APR) for Purchases	The Standard Rate is 17.9% .
Other APRs	Default Rate: 21.9%. ¹
Grace Period for Repayment of Balance for Purchases	No finance charges are assessed on new purchases if the balance is paid in full each month within 25 days after the billing date.
Method of Computing the Balance for Purchases	Two Cycle Average Daily Balance (Including new purchases)
Annual Fees	NONE
Minimum Finance Charge	\$1.00
Transaction Fee for Purchases	NONE
Late payment fee: \$10 for a combined account balance of \$100 or less; \$29 for a combined account balance from \$100.01 to \$1,000; \$35 for a combined account balance of \$1,000.01 or more.	
Overlimit fee: \$0	

If you fail to make two consecutive Total Minimum Payments Due and are 30 days past due, you will no longer be eligible for the Standard Rate and all existing Promotional Credit Plans will terminate, and your entire Account balance will be subject to the Default Rate.

NOTICE FOR MARRIED WISCONSIN RESIDENTS: No provision of a marital property agreement (including a Statutory Terminable Marital Property Classification Agreement under 766.588 Wis. Stats., or Statutory Terminable Individual Property Classification Agreement under 766.70) adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

NOTICE FOR CALIFORNIA RESIDENTS: California law requires that we inform customers that if they fail to fulfill the terms of their credit obligation, a negative report reflecting on their credit record may be submitted to a credit reporting agency. If you are married, you may apply credit in your own name.

NOTICE FOR FLORIDA RESIDENTS: You (borrower) agree that, should we obtain a garnishment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.

NOTICE FOR MAINE RESIDENTS: We may request a consumer report in connection with your application for credit. You may ask whether a consumer report was obtained by us and we will tell you the name and address of the consumer reporting agency, if a report was obtained.

NOTICE FOR NEW YORK RESIDENTS: A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished

You may contact, obtain the arbitration rules of, or file a claim with AAA or NAF, as follows:

American Arbitration Association 335 Madison Avenue New York, NY 10017 www.adr.org	National Arbitration Forum P.O. Box 50191 Minneapolis, MN 55405 www.arb-forum.org
---	--

As used in this arbitration provision, the term "we", "us", and "our" shall mean HSBC Bank Nevada, N.A., its parents, subsidiaries, affiliates, predecessors, successors, assigns, and each of their officers, directors, and employees.

7. MONITORING PRACTICES: You agree that our supervisory personnel may listen to and record telephone calls between you and our representatives in order to evaluate the quality of our service to you and other cardmembers.

The information about the costs of the Card described in this application and important terms of Your Credit Card Account is accurate as of August, 2005. This information may have changed after that date. To find out what may have changed write to us at 1111 Town Center Drive, Las Vegas, Nevada 89144.

YOUR BILLING RIGHTS—KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error
- If you need more information, describe the item you are not sure about

Your Rights and Our Responsibilities After We Receive Your Written Notice: We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases: If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

TAP® The Account Protector Summary

IMPORTANT INFORMATION: The TAP feature only applies to the primary cardholder (herein referred to as "You" and "Your"). Your purchase of TAP is optional, and whether or not You enroll will not affect Your application for credit or the terms of any existing agreement You have with HSBC Bank Nevada, N.A. (herein referred to as "We" or "Us"). TAP is sold by Us and the fees will be billed to Your credit card account. Upon acceptance of Your enrollment, You will receive Your Contract Provisions which will state the terms and conditions of TAP. TAP is a debt cancellation product and is not insurance. The Contract Provisions of TAP are an optional addendum to Your Cardholder Agreement. This document is only a summary of the TAP feature. Please read Your Contract Provisions carefully for

details of Your protection. There are eligibility requirements, conditions and exclusions that could result in no benefits. You can find a complete explanation of the eligibility requirements, conditions and exclusions throughout Your TAP Contract.

TAP is unavailable in Mississippi, Guam, the Virgin Islands, Puerto Rico and Canada.

TOTAL DISABILITY: Following 30 consecutive days of Total Disability, You are eligible for a cancellation of part of Your account's balance. Each month, TAP will cancel an amount equal to the greater of (a) the minimum monthly payment required on Your account (less any past due amounts) as determined on the first day of the billing cycle in which Your Total Disability began; or (b) 3% of Your account balance on the date Your Total Disability began, but not in excess of the maximum monthly benefit of \$300. In no instance, however, will Your cancellation amount exceed \$10,000. You must have been employed full-time (but not self-employed or working for a spouse or employed on a part-time basis) and working 30 hours or more per week at a single job on the date Total Disability began. If Total Disability occurs within 180 days of the date You either (1) elect TAP or (2) make a purchase or advance on Your account and Your Total Disability results from a preexisting medical condition as defined in the Contract Provisions, You may not receive a cancellation of debt for that Total Disability.

INVOLUNTARY UNEMPLOYMENT: Following 30 consecutive days of Involuntary Unemployment, You are eligible for a cancellation of part of Your account's balance. Each month, TAP will cancel an amount equal to the greater of (a) the minimum monthly payment required on Your account (less any past due amounts) as determined on the first day of the billing cycle in which Your Involuntary Unemployment began; or (b) 3% of Your account balance on the date Your Involuntary Unemployment began, but not in excess of the maximum monthly benefit of \$300. There is a maximum number of 6 continuous monthly cancellations. You must have been employed full-time (but not self-employed or working for a spouse or employed on a part-time basis) and working 30 hours or more per week at a single job on the date of Involuntary Unemployment (this includes loss of employment due to unionized labor disputes, strikes, lock-outs and temporary lay-offs).

LOSS OF LIFE: If You die, TAP will cancel the balance on Your account on the date of death, up to \$10,000. Suicide is not a qualifying event.

TERMINATION: You may terminate Your TAP feature at any time. If You choose to terminate Your TAP feature within 30 days of enrollment, We will reimburse Your TAP fee. We may terminate Your TAP feature, for any reason, by giving You written notice at least 30 days in advance of termination. We will automatically terminate Your TAP feature on the earliest of (a) the first date Your account becomes 2 billing cycles past due; or (b) the first date we become aware of a misrepresentation of information by You. However, effective with Your first billing cycle after December 6, 2005, if Your account becomes 3 billing cycles past due, Your participation in TAP will be suspended. Your participation will be reinstated effective when Your account again becomes less than 3 billing cycles past due. You will not be protected for any qualifying event that begins or occurs during the time that Your participation in TAP is suspended.

COST: The monthly charge rate for the TAP feature is \$0.38 per \$100 of Your average daily balance each month (including any deferred balance). We reserve the right to increase the rate in which case You will be notified in writing at least 30 days in advance of the increase.

ADDITIONAL IMPORTANT INFORMATION:

- We reserve the right to modify these Contract Provisions, but if the modification is not favorable to You or if there is an additional charge, We will first provide You with notice of the proposed change and an opportunity to terminate this program without penalty before the change takes effect.
- TAP is only offered as a package and its components are not available separately.
- You may be subject to federal, state and local taxes on the amount of Your cancelled balance. Please consult Your tax advisor for guidance on the tax implications, if any, of TAP.
- During the qualification period and the time it takes to process Your cancellation, Your account balance is not suspended or cancelled. You remain responsible for finance charges and minimum payment requirements on Your account until the balance is paid off or a cancellation takes place. Once Your cancellation is processed, Your account will not accept any authorizations for purchases, cash advances, or any other transactions. Your account will remain inactive until Your benefit period ends.
- There is no limit on the overall number of TAP cancellations You may have. However, there is a limit on consecutive monthly cancellations for Involuntary Unemployment as described above. When you return to work following a qualifying event, You must have been working full time for at least 180 days and meet all contractual qualifications in order to qualify to receive a cancellation for a subsequent qualifying event, unless the subsequent qualifying event results from an entirely different cause, in which case the 180 day period does not apply.

(e) The "Daily Balance" of a Credit Plan is determined by taking the opening balance of the Credit Plan for that day, adding any new purchases made on the Credit Plan that day and subtracting any payments or credits applied to the Credit Plan that day. For purposes of determining the Daily Balance of the Previous Cycle, the only purchases considered are new purchases on which Finance Charges were not imposed in the Previous Cycle. The previous day's Finance Charges and credit insurance premiums or debt cancellation fees (if applicable) are included in the Daily Balance of a Credit Plan, except that for any Same As Cash Credit Plan, credit insurance premiums or debt cancellation fees (if applicable) are not included in the Daily Balance of that Credit Plan during the promotional period. Late fees, overlimit fees, returned check fees and other fees on the Account are added to the Daily Balance of a Credit Plan when imposed. If a purchase on a Credit Plan posts after the beginning of a billing cycle, but the transaction occurred prior to the beginning of the billing cycle, the amount of the transaction plus related Finance Charges outstanding on each day from the transaction date until the first day of the billing cycle in which the transaction posts will be added to the Daily Balance of the Credit Plan for the first day of the billing cycle in which the transaction posts.

(f) The Daily Periodic Rate for the Standard Rate will be .04904% (corresponding 17.9% Annual Percentage Rate). The Daily Periodic Rate for the Default Rate will be .06000% (corresponding 21.9% Annual Percentage Rate). You qualify for the Standard Rate until you have failed to make two consecutive Total Minimum Payments Due and are 30 days past due.

3. MINIMUM FINANCE CHARGE: A minimum Finance Charge of \$1.00 will be assessed for each billing cycle in which a Finance Charge is payable.

4. FEES: We may impose on your Account the following fees, which will be added to your Account when assessed:

a) **Late Payment Fee:** Your Late Payment Fee will be based on your combined account balance (less any Delayed Monthly Payment credit plan balances) at the time of your payment due date. If you fail to pay us the Total Minimum Payment Due in full by the Payment Due Date on your billing statement, you agree to pay a Late Payment Fee of \$10 for a combined account balance of \$100 and below; \$29 for a combined account balance of \$100.01 to \$1,000; and \$35 for a combined account balance of \$1,000.01 and over.

b) **Returned Check Fee:** You agree to pay \$25 each time any payment check on your Account is returned unpaid by your bank or other financial institution for any reason.

c) **Document and Research Fees:** If you ask us to provide you with a replica of your sales slip, billing statement or other document (except in connection with a billing error claimed in accordance with "Your Billing Rights"), we may charge you the following fees: (i) Billing statement: \$5 per statement; (ii) Sales/credit slip: \$5 per transaction; (iii) Payment Instrument: \$5 per payment; and, (iv) Research fees: \$15 per hour. **Payment Histories:** You will be charged the applicable research fee in addition to the following itemization fees. For requests involving statement activity within the last 12 months - \$7.50; activity within the last 13-48 months - \$11.25; and activity within the last 49-72 months - \$22.50. We reserve the right to change the Document and Research Fee Schedule from time to time. You may call Customer Service for a current fee schedule.

d) **Reissued Card Fee:** You may be charged \$5 each time you request that your credit card be reissued.

e) **Direct Check Fee:** In the event that you pay your account with a direct check, you agree to pay up to a \$15 fee for each direct check. We reserve the right to change the Direct Check Fee from time to time. You may call Customer Service for a current fee schedule.

f) **Overlimit Fee:** In the event you exceed your credit limit, you will be charged an Overlimit Fee of \$0.

g) **Collection Costs:** If, after you default, we refer your Account to an attorney and/or collection agency for collection, we may charge you our collection costs, including court costs and reasonable attorneys' fees, when and as permitted by applicable law.

5. SECURITY: Except as indicated below, you grant us a purchase money security interest in the goods purchased with your Card. Each good purchased on your Account will secure the entire Account balance until such good is paid in full. For purposes of determining which goods are subject to a security interest, payments received will be deemed to be applied first to any unpaid insurance premiums or debt cancellation fees (if applicable), Finance Charges, and fees and then to pay for purchases on the Account in the order in which they were made. When sufficient payments are made to repay the portion of the Account balance attributable to the purchase of a particular good, we will release our purchase money security interest in that good. Goods covered by a security interest may be taken from you if you do not pay on time. We may require you to make them available at a convenient place of our choice. We waive any security interest in your home if the goods are installed and in any goods purchased with credit card checks. We take no security interest in goods where the original purchase price is less than \$200 if you live in New York and in goods where the

original purchase price is less than \$700 if you live in Maryland. If we repossess any good purchased with your Card, we may charge you our repossession costs including, but not limited to, necessary repairs, storage fees and costs of sale, when and as permitted by law.

6. ARBITRATION: Any claim, dispute, or controversy between you and us (whether based up contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third party claims, arising from or relating to this Agreement or the relationships resulting from it (Agreement, and except as provided below, the validity, enforceability, or scope of this arbitration provision, any part thereof or the entire Agreement ("Claim")), shall be resolved, upon the election of you or us, by binding arbitration pursuant to this arbitration provision and the applicable rules or procedures of the arbitration administrator selected at the time the Claim is filed. The party initiating the arbitration proceeding shall have the right to select one of the following arbitration administrators (the "Administrator"): the American Arbitration Association ("AAA") or the National Arbitration Forum ("NAF"). The arbitrator shall be a lawyer with more than ten years experience or a retired or former judge. We agree not to invoke our right to arbitrate an individual Claim if you may bring in small claims court or an equivalent court, if any, so long as the Claim is pending only in that court. The rules and forms of the AAA and the NAF may be obtained by writing these organizations at the addresses listed below. Our address for service of process under this provision is HSBC Bank Nevada, N.A., P.O. Box 279, Mount Prospect, IL 60056.

Any participatory arbitration hearing that you attend will take place in the city nearest to your residence where a federal district court is located or at such other location as agreed by the parties. On any Claim you file, you will pay the first \$50 of the filing fee. At your request we will pay the remainder of the filing fee and any administrative or hearing fees charged by the Administrator on any Claim submitted by you in arbitration up to a maximum of \$1,500. If you are required to pay any additional fees to the Administrator, we will consider a request by you to pay all or part of the additional fees; however, we shall not be obligated to pay any additional fees unless the arbitrator grants you an award. If the arbitrator grants an award in your favor, we will reimburse you for any additional fees paid or owed by you to the Administrator up to the amount of the fees that would have been charged if the original Claim had been for the amount of the actual award in your favor. The parties shall bear the expense of their respective attorney fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, or the fees paid to the Administrator, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary contained herein. If the arbitrator issues an award in your favor you will not be required to reimburse us for any fees we have previously paid to the Administrator or for which we are responsible.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1 - 16 (the "FAA"). The arbitrator shall apply applicable substantive law consistent with the FAA and, if requested by either party, provide written, reasoned findings of fact and conclusions of law. Judgment upon the award may be entered in any court having jurisdiction. The arbitrator's award will be final and binding except for: (a) any appeal right under the FAA; and, (b) any appeal of Claims involving more than \$100,000. For such Claims, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider de novo (i.e., in its entirety) an aspect or all aspects of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the appeal's costs (i.e., the amounts owed to the Administrator and the arbitrators), regardless of its outcome. However, we will consider in good faith an reasonable request for us to bear up to the full costs of the appeal.

This arbitration agreement shall survive termination of your Account as well as the repayment of all amounts borrowed hereunder. If any portion of this arbitration agreement is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this arbitration agreement or the Agreement. In the event of a conflict or inconsistency between the rules and procedures of the Administrator and this arbitration agreement, this arbitration agreement shall govern. Notwithstanding any language in this arbitration provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any organization that has in place a formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision, including the Class Action Waiver Provision defined below.

No class actions or private attorney general actions in court or in arbitration or joinder or consolidation of any claims in court or in arbitration with other persons, are permitted without the written consent of you and us. The validity and effect of the preceding sentence (hereinafter referred to as the "Class Action Waiver Provision") shall be determined exclusively by a court and not by the Administrator or any arbitrator. Neither the Administrator nor any arbitrator shall have the power or authority to waive, modify or fail to enforce the Class Action Waiver Provision, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable.

THE PARTIES ACKNOWLEDGE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER PARTY ELECTS ARBITRATION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER PARTY.

6 Gina M. Corena, Esq.
7 Nevada Bar No. 10330
8 MILES, BAUER, BERGSTROM & WINTERS, LLP
9 2200 Paseo Verde Pkwy., Suite 250
0 Henderson, NV 89052
1 (702) 369-5960 / FAX (702) 369-4955
2 E-mail: gcorena@mileslegal.com
3 File No. 11-90501
4
5 Attorneys for Secured Creditor,
6 HSBC BANK NEVADA, N.A.
7
8
9

11 Attorneys for Secured Creditor,
HSBC BANK NEVADA, N.A.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

Case No.: BK-S-10-33436-BAM
Chapter 13

TIMOTHY UTE PERKINS AND
KATHLEEN DAVENPORT PERKINS,

Debtor(s)

HSBC BANK NEVADA, N.A.

Secured Creditor.

VS

TIMOTHY UTE PERKINS AND
KATHLEEN DAVENPORT PERKINS,
Debtor(s). RICK A. YARNALL, Trustee.

Respondent(s)

**ORDER TERMINATING THE
AUTOMATIC STAY**

Date: August 23, 2011
Time: 1:30 p.m.

1 The Motion for Relief having been properly served, with no opposition filed herein, the
2 Court makes its Order as follows:

3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Automatic Stay in
4 the above-entitled Bankruptcy case is hereby terminated as to the Debtor and the Trustee in favor
5 of Secured Creditor, HSBC BANK NEVADA, N.A., as it pertains to the following described
6 collateral: 2006 Polaris Sportsman VIN#: 4XAMN50A86A905654 and 2006 Polaris Sportsman
7 VIN#: 4XAMN50A46A900502.

8 IT IS SO ORDERED.

9 Submitted by:

10

11

DATED:_____

12

13

APPROVED/DISAPPROVED

14

15

DATED:_____

16

17

APPROVED/DISAPPROVED

18

19

DATED:_____

20

(11-90501/nvots.dot/fam)

21

22

23

24

By:_____

Gina M. Corena, Esq.
Attorney for Secured Creditor
HSBC BANK NEVADA, N.A.

PHILIP K. GOLDSTEIN

Attorney for Debtor

RICK A. YARNALL

Chapter 13 Trustee

ALTERNATIVE METHOD re: RULE 9021:

In accordance with Local Rule 9021, counsel submitting this document certifies that the order accurately reflects the court's ruling and that (check one):

____ The court has waived the requirement set forth in LR 9021(b)(1).

X No party appeared at the hearing or filed an objection to the motion.

_____ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved or failed to respond to the document]:

X I certify that this is a Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

	APPROVED	DISAPPROVED	NO RESPONSE
1			
2			
3			
4			
5			
6			

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

An Employee of Miles, Bauer, Bergstrom & Winters, LLP